

**MEMORANDUM OF AGREEMENT  
FUNDING AGREEMENT BETWEEN  
SANTA FE PUBLIC SCHOOL DISTRICT AND SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT entered into on this 18<sup>th</sup> day of October, 2010, by and between Santa Fe County (hereinafter "**County**") and the Board of Education of the Santa Fe Public Schools (hereinafter "**School Board**").

**RECITALS:**

**WHEREAS**, the Santa Fe County Public Works Department is in development of a roadway and utility improvement project along Agua Fria Street, just east of the San Ysidro Crossing and ending to the west at the City/County Line; and

**WHEREAS**, the School Board desires to have the County install storm drain, sewer and water line connections for future use on the School Board's behalf as part of the County's improvement project. This will also include asphalt, signing & striping, curb & gutter and sidewalk.

**WITNESSETH:**

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE.**

- A. The School Board and County desire to formalize the funding agreement for the construction work to:
  - 1. install storm drain, sewer and water line extensions into the property of Agua Fria Elementary School;
  - 2. to have approximately 45 linear feet of storm drain and sewer line extended into their site as well as 35 linear feet of water line;
  - 3. to install sidewalk, curb & gutter, asphalt and signing and striping; and
  - 4. to design and construct geometric auxiliary (drive) lanes benefiting Agua Fria Elementary School.
- B. The County shall act as fiscal agent on this project and shall assure that the construction work is performed in accordance with the School Board's design standards and specifications.
- C. The County shall provide to the School Board for its review and approval prior to the County's acceptance, the following:
  - 1. a draft schematic showing the construction work to be funded by the District;
  - 2. any bids for the construction;
  - 3. any change in the scope of work, including location, design standards; and specifications;
  - 4. any pay request/invoice from a contractor.

This right of review shall be concluded so as not to prevent the County from meeting the deadlines for its payment obligations under §13-1-158, NMSA (1978 as amended) or the completion of the project within any time lines imposed by federal funds applied to the project.

- D. The County, as fiscal agent under this agreement, shall be responsible for making periodic payments to its Contractor and shall submit invoices to the School Board for its portion of the project every 30 days until paid in full.

2. **COMPENSATION.**

- A. The School Board shall pay the County for material and labor costs, plus applicable gross receipts taxes, incurred to construct said improvements in an amount not to exceed thirty thousand dollars (\$30,000).
- B. In the event the Construction Bids exceeds thirty thousand dollars (\$30,000), the School Board agrees to proceed with the geometric auxiliary lanes benefiting Agua Fria Elementary School first. Service Utilities are secondary and any cost above the \$30,000 shall be reviewed and approved by the School Board before exceeding compensation amount. The School Board reserves the right to either eliminate service utilities (in order to maintain compensation cost below the \$30,000) or pay the overage cost based on the awarded Unit Cost Contract. Overage determination shall be made by the School Board within 10 working days of Bid Opening.
- C. The School Board shall submit reimbursement payments for its portion of the project to the County within 30 days of receipt of the invoices.

- 3. **TERM.** The term of this Agreement shall be from the date of last signature below and expire upon completion of construction.
- 4. **TERMINATION.** This Memorandum of Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 5. **SUFFICIENT APPROPRIATIONS.** If sufficient appropriations and authorization are not made by the legislature or otherwise available, this Agreement shall terminate immediately upon written notice from the affected party to other, provided that by such termination, neither party may nullify obligations already incurred prior to the date of termination.
- 6. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions or inactions in accordance with the Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.
- 7. **AMENDMENT.** This Memorandum of Agreement shall not be altered, changed, or amended except by instrument in writing.

**IN WITNESS WHEREOF,** the parties have set their hands as of the dates written below.

**SANTA FE COUNTY**

By: \_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

Date: 10/21/10

Approved as to form:

\_\_\_\_\_  
Stephen C. Ross  
County Attorney

**BOARD OF EDUCATION  
SANTA FE PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Bobbie J. Gutierrez  
Superintendent

Date: 10-18-2010

\_\_\_\_\_  
Kristy Janda-Wagner  
Chief Operations Officer

Date: 10.18.20

Approved as to form:

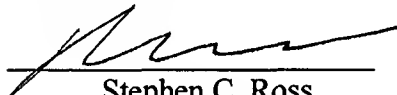

\_\_\_\_\_  
Charlotte Hetherington  
Scheuer Yost & Patterson  
Board Counsel

**SANTA FE COUNTY**

By:   
Katherine Miller  
Santa Fe County Manager

Date: 10.15.10

Approved as to form:

  
Stephen C. Ross  
County Attorney  


**BOARD OF EDUCATION  
SANTA FE PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Bobbie J. Gutierrez  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Romero  
Chief Operations Officer

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Charlotte Hetherington  
Scheuer Yost & Patterson  
Board Counsel